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CICHANOWICZ, CALLAN, KEANE,  
VENGROW & TEXTOR, LLP  
61 Broadway, Suite 3000  
New York, New York  
212-344-7042

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

GREAT AMERICAN INSURANCE  
COMPANY a/s/o SUNOPTA SUNFLOWER

Plaintiff

- Against -

LIBERTY CONTAINER LINE and A.P.  
MOLLER-MAERSK A/S trading as  
MAERSK SEALAND

Defendants

**ECF CASE**

**08 CV 2947 (DLC)**

**DEFENDANT LIBERTY CONTAINER  
LINE'S ANSWER  
TO MAERSK CROSS CLAIM**

Globerunners, Inc. f/k/a Liberty Container Line (hereinafter referred to as "Liberty") by its attorneys, Cichanowicz, Callan, Keane Vengrow & Textor answer the co-defendant's, Moller-Maersk a/s trading as Maersk Sealand (hereinafter referred to as Maersk), cross claim upon information and belief, as follows:

1. Liberty repeats and realleges each and every each and every answer, denial, denial of knowledge and information and affirmative defense set forth in its answer to the plaintiff's complaint as if fully set forth herein.
2. Denies all of the allegations set forth in paragraph 14 of Maersk's answer and cross claim.

**AFFIRMATIVE DEFENSE**

3. The shipment in question was shipped aboard the M/V MAERSK MARYLAND v.0705 from a US Port to a foreign port pursuant to all of the terms and conditions of Liberty Container Line Bill of Lading #LIB045921-01 and Maersk Bill of Lading #512328307 and was therefore subject to the all of the provisions of the Carriage of Goods by Sea Act, (“COGSA”) approved April 16, 1936, and/or Harter Act, and that any shortage, loss and/or damage to said shipment which Liberty specifically denies, was due to causes for which Liberty is not liable or responsible by virtue of all of the exceptions, exemptions and limitations of the aforementioned acts and the bill of lading contract terms and conditions; further that any damage to the subject shipment, which is denied, resulted from the acts or omissions of defendant Maersk and/or plaintiff.

**WHEREFORE**, Defendant Liberty prays that the Complaint and Cross Claim against it be dismissed; that its Cross Claim be granted and that the Court may grant such other or further relief as may be just and proper.

Dated: New York, New York  
July 17, 2008

CICHANOWICZ, CALLAN, KEANE,  
VENGROW & TEXTOR, LLP

By: s/Stephen Vengrow

Stephen H. Vengrow (SHV/3479)  
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New York, New York  
212-344-7042

**CERTIFICATE OF SERVICE BY ECF AND US MAIL**

The undersigned declares under penalty of perjury that the following is true and correct.

1. I am over the age of eighteen years and I am not a party to this action.
2. On July 17, 2008, I served the following by ECF and US Mail a true and complete

copy of Liberty Container Line's Answer to Maersk's cross claim to the following party at:

Badiak & Will, LLP  
106 Third Street  
Mineola, New York 11501-4404  
Ref: 07-A-009-JK  
*Attorneys for Plaintiff*

Freehill Hogan and Mahar, LLP  
80 Pine Street  
New York, NY 10005  
Attention Don Murnane, Jr. Esq.  
*Attorneys for Maersk*

DATED: New York, New York  
July 16, 2008 July 17, 2008

s/ Jessica De Vivo  
Jessica A. De Vivo (JAD6588)